



**Employee Handbook for Production & Physical Logistics
Associates at Client Site, BMW MC**

THIS IS NOT AN EMPLOYMENT CONTRACT.
EMPLOYMENT WITH MAU IS AT-WILL.

Associate's Signature

Revision D February 15, 2012

I | Page

FOREWORD

Welcome! We are excited to have you as a part of the MAU Workforce Solutions (MAU) team. MAU provides business solutions that give our client partnerships a competitive edge through designed processes and our greatest asset – People. Over the years, MAU has developed a unique design to all of our processes, but the greatest asset is our employees – YOU!

The purpose of this handbook is to provide you with general guidelines for the way we conduct our business and the expectations we have for associate performance and conduct at **BMW MC**. In addition, this handbook is designed to provide you with a summary of certain policies, procedures, and benefits.

If a provision of this handbook should happen to conflict with any law, regulation, or benefit plan, that specific document will control and not this handbook.

This Handbook Is Not an Employment Contract Between You and MAU

Your employment with MAU is at-will and not for a specified period of time. Your employment may be terminated by you or by the Company at any time, for any reason.

Neither this handbook, nor any communication by any management representative, either written or oral, which may have been made to you at the time you were hired or at any time during the course of your employment, is intended in any way to create a contract of employment for a specific period, or otherwise to alter the at-will nature of the employment relationship between you and MAU. No statement, either written or verbal, by any employee, supervisor or agent of MAU, contrary to this handbook or any guidelines contained herein, shall have any force and effect unless it is signed by the President of the Company.

Changes in Policy

This manual supersedes all previous employee manuals and memos. While every effort is made to keep the contents of this document current, MAU reserves the right to modify, suspend, or terminate any of the policies, procedures, and/or benefits described in the manual, with or without prior notice to employees.

ii | Page

ASSOCIATE HANDBOOK FOR PRODUCTION AND PHYSICAL LOGISTICS ASSOCIATES AT CLIENT SITE, BMW MC

THIS HANDBOOK IS NOT AN EMPLOYMENT CONTRACT BETWEEN YOU AND MAU		1
CHANGES IN POLICY		1
1	FEDERAL AND STANDARD POLICIES	1
1.1	EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT	1
1.2	NON-DISCRIMINATION AND ANTI-HARASSMENT POLICY	1
	General Guideline - Harassment	1
	How to Report Harassment	2
	No Retaliation	2
1.3	VIOLENCE IN THE WORKPLACE	2
	Reporting Violence in the Workplace	2
1.4	AMERICANS WITH DISABILITIES ACT POLICY STATEMENT	2
1.5	RELIGIOUS ACCOMMODATION POLICY STATEMENT	3
2	COMPANY POLICIES	3
2.1	INITIAL EMPLOYMENT PERIOD	3
2.2	NOTIFICATION OF FELONY CONVICTION OR ARREST	3
2.3	CHANGE OF PERSONAL DATA IN PERSONNEL RECORDS	3
2.4	BI-ANNUAL TRANSFERS WITHIN COMPANY	4
3	STANDARDS OF CONDUCT	4
3.1	STANDARDS OF CONDUCT	4
3.2	RESPECT FOR OTHERS	5
3.3	WORK SCHEDULE AND TIMEKEEPING PROCEDURES	5
	Clocking Errors	5
3.4	ATTENDANCE AND PUNCTUALITY	5
3.5	REPORTING AN ABSENCE, LATE ARRIVAL OR EARLY LEAVE	6
	How to Report Absences, Late Arrivals and Early Leaves	6
3.6	FAILURE TO REPORT AN ABSENCE, LATE ARRIVAL OR EARLY LEAVE	7
3.7	EXCUSED ABSENTEEISM	7
3.8	ABSENTEEISM TRACKING	7
3.9	MEDICAL STATEMENTS	7
3.10	TOBACCO POLICY	8
3.11	ALCOHOL AND SUBSTANCE ABUSE POLICY	8
	Drug Testing	8
3.12	WORK AREA	9
3.13	ON THE PREMISES	9
3.14	DISCIPLINARY ACTION: CORRECTIVE ACTION	9
3.15	JOB ABANDONMENT	9
4	SAFETY	9
4.1	SAFETY HAZARDS	9
4.2	SAFETY GLASSES	10
4.3	HAIR	10
4.4	CELL PHONES	10
4.5	LISTENING DEVICES	10
4.6	INCLEMENT WEATHER	10
5	UNIFORM POLICY	10
5.1	UNIFORM EXPENSE	11
5.2	UNIFORM AND SAFETY SHOE PROVIDER	11

Employee Handbook for Production & Physical Logistics Associates at Client Site, BMW MC
Revision D | February 15, 2012

III | Page

5.3	INITIAL UNIFORM ALLOTMENT	11
5.4	ANNUAL UNIFORM ALLOTMENT	12
	Shoes Allotment - \$100	12
	Uniforms Allotment - \$211	12
5.5	PRESCRIPTION SAFETY GLASSES	12
5.6	SHIRT GUIDELINES:	12
5.7	PANTS GUIDELINES:	12
5.8	SHORTS GUIDELINES:	12
5.9	SHOE GUIDELINES:	13
5.10	BELT GUIDELINES:	13
5.11	HAT GUIDELINES:	13
5.12	JACKET GUIDELINES:	13
5.13	JEWELRY GUIDELINES:	13
5.14	VIOLATION OF UNIFORM POLICY AND GUIDELINES	13
6	COMPENSATION	14
6.2	OVERTIME PAY	14
6.3	DOUBLE TIME PAY	14
6.4	VACATION PAY	15
6.5	HOLIDAY PAY	15
7	TIME OFF	15
7.1	CONTINGENCY TIME OFF (CTO)	15
7.2	REQUEST TIME OFF (RTO)	15
7.3	VACATION	16
7.4	HOLIDAYS	16
7.5	BEREAVEMENT LEAVE	17
	Immediate Family Defined for Bereavement Leave	17
	Required Bereavement Support Documentation	17
7.6	LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)	17
7.7	MILITARY LEAVE UNDER THE FAMILY AND MEDICAL LEAVE ACT	18
7.8	MILITARY RESERVES OR NATIONAL GUARD LEAVE OF ABSENCE	18
7.9	JURY DUTY	18
7.10	ABSENCE DUE TO COURT APPEARANCE	18
8	EMPLOYEE BENEFITS	19
8.1	DISCLAIMER	19
8.2	BENEFITS SUMMARIES	19
	Required Supporting Documentation of Dependent Eligibility	20
	Benefits Waiting Period	20
	Change in Status	20
	Open Enrollment	21
8.3	PRESCRIPTION SAFETY GLASSES REIMBURSEMENT PROGRAM	22
8.4	401 (K) RETIREMENT PLAN	22
8.5	HEALTH INSURANCE	22
8.6	DENTAL INSURANCE	22
8.7	LIFE INSURANCE	23
8.8	OPTIONAL SHORT-TERM DISABILITY INSURANCE	23
8.9	WORKERS' COMPENSATION	23
	General Notice	23
	Additional Information	23
	Standards of Conduct	24
9	EMPLOYEE COMMUNICATIONS	24
9.1	OPEN DOOR POLICY	24
9.2	DIGITAL COMMUNICATION SYSTEMS	24

IV | Page

	Additional Forms.....	24
9.3	LABOR UNIONS.....	24
9.4	SOLICITATION AND DISTRIBUTION	25
10	EMPLOYMENT SEPARATION	25
10.1	RETURN OF COMPANY PROPERTY	25
10.2	BADGES	25
10.3	DISMISSALS.....	25
	Examples of Causes for Immediate Dismissal	26
	Discipline Other than Immediate Termination	27
10.4	SLEEPING ON DUTY	27
11	ASSIGNMENT COMPLETION	27
12	IMPORTANT CONTACT INFORMATION.....	28
12.1	INSURANCE CONTACT INFO	28
12.2	COMPANY PHONE NUMBERS	28
12.3	COMPANY EMAIL ADDRESSES	28
13	BMW MC STATEMENT OF CONFIDENTIALITY	29
14	WAIVER OF EMPLOYMENT WITH BMW MC	29
	EMPLOYEE HANDBOOK ACKNOWLEDGEMENT.....	30

1 FEDERAL AND STANDARD POLICIES

1.1 Equal Employment Opportunity Policy Statement

MAU values diversity and is committed to providing equal opportunity for all. MAU is committed to equal treatment of all associates and equal opportunity in employment, compensation, training, and all other aspects of employment regardless of age, race, creed, color, religion, gender, pregnancy, national origin, service member status, disability, or any other category protected by federal, state, or local law. Opportunities for employment and promotion are open to all qualified applicants.

1.2 Non-Discrimination and Anti-Harassment Policy

MAU is committed to providing a work environment that is free of discrimination and harassment. Harassment of any individual on the basis of age, race, creed, color, religion, gender, pregnancy national origin, service member status, disability, or any other protected characteristic is prohibited.

General Guideline - Harassment

A general guideline to keep in mind is that harassment includes slurs, jokes, offensive e-mail, text messages, or other verbal, graphic, or physical conduct relating to an individual's age, race, creed, color, religion, gender, pregnancy, national origin, service member status, or physical or mental condition.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with your Associate Relations Leader (ARL). At a minimum, the term "harassment" as used in this policy includes:

- Offensive remarks, comments, jokes, slurs, or verbal conduct pertaining to an individual's race, color, religion, national origin, sex (including same sex), pregnancy, childbirth, or related medical conditions, age, disability or handicap, citizenship status, service member status, or any other category protected by federal, state, or local law.
- Offensive pictures, drawings, photographs, figurines, or other graphic images, conduct, or communications, including e-mail, faxes, and copies pertaining to an individual's race, color, religion, national origin, sex (including same sex), pregnancy, childbirth, or related medical conditions, age, disability or handicap, citizenship status, service member status, or any other category protected by federal, state, or local law.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved.
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

Violation of this policy will result in corrective action, up to and including termination of employment. In addition, MAU will not tolerate any form of retaliation against individuals who report unwelcome conduct or who cooperate in the investigation of such reports.

How to Report Harassment

Any associate subjected to conduct that violates this policy must immediately report the matter to his/her ARL. Every report of perceived harassment will be investigated fully, and corrective action will be taken where appropriate. If you have been harassed or if you have witnessed harassment, please notify your ARL or MAU's Corporate Human Resources Department at **800.501.6281**. MAU cannot resolve a potential policy violation unless the Company knows about it. Associates are responsible for reporting possible policy violations so that appropriate action can be taken to address concerns.

No Retaliation

No employee will be subject to any form of retaliation or discipline for making a good faith complaint of unlawful harassment or discrimination, or for cooperating with the investigation of such a complaint.

1.3 Violence in the Workplace

MAU is committed to providing all associates a safe and healthy work environment. The Company will not tolerate threats, intimidating language or any other aggressive or violent actions made toward or by any individual. Such actions include, but are not limited to, verbal or physical harassment or abuse, attempts at intimidation, sabotage, destruction of property, menacing gestures, possession of weapons on Company property (including parking lots), stalking or other hostile, aggressive, harmful, and destructive actions.

MAU will conduct an investigation and provide feedback to involved parties. Any act or threat of violence may result in termination. In addition, appropriate authorities will be notified as necessary. Violation of these guidelines will result in corrective action, up to and including termination of employment.

Reporting Violence in the Workplace

Associates are responsible for reporting all instances of threatening behavior and any violations of these guidelines to their BMW MC Section Leader and MAU ARL. Every report of Violence in the Workplace will be investigated fully, and corrective action will be taken where appropriate. Please contact MAU Associate Relations personnel at **864.989.6841** or MAU Corporate HR personnel at **800.501.6281**.

1.4 Americans with Disabilities Act Policy Statement

As an equal opportunity employer, MAU provides disabled employees with reasonable accommodation, except where such accommodation becomes an undue hardship. MAU is committed to an interactive dialogue with disabled employees regarding requests for reasonable accommodation. MAU evaluates all requests for accommodation on a case-by-case basis. Employees desiring an accommodation should first contact their ARL.

1.5 Religious Accommodation Policy Statement

Also, as an equal opportunity employer, MAU provides reasonable accommodations when an employee has a conflict between a sincerely held religious belief and a work requirement, except where such accommodation becomes an undue hardship. MAU evaluates all requests for accommodation on a case-by-case basis. Employees desiring an accommodation should first contact their ARL.

2 COMPANY POLICIES

2.1 Initial Employment Period

Every new associate goes through an initial period of adjustment in order to learn about the Company and about his/her job. During this time the associate will have an opportunity to find out if he/she is suited to, and likes his/her new position.

Additionally, the initial employment period gives the employer a reasonable period of time to evaluate associates' performance. The initial employment period is 90 days. During this 90-day period, associates may not use Contingency Time Off. Any associate who accumulates one and a half (1.5) attendance points will be terminated. Points are accrued per attendance policy, 3.5: Attendance and Punctuality. Provided an associate's job performance is "satisfactory" at the end of the initial employment period, he/she will continue in our employment as an at-will associate.

Under appropriate circumstances, the initial employment period may be extended. Additionally, as is true at all times during an associate's employment with the Company, employment is not for any specific period of time and may be terminated at will, with or without cause, and without prior notice.

2.2 Notification of Felony Conviction or Arrest

Any employee convicted of a felony offense or arrested must notify MAU no later than two (2) days after the conviction.

2.3 Change of Personal Data in Personnel Records

It is critical that company records accurately reflect the up-to-date personal information for marital status, address, telephone number, etc. Failure to keep this information up to date could delay critical documents concerning employment from being delivered to associates.

To keep necessary Company records up to date, it is extremely important that associates notify MAU via updating the employee web portal or notifying on-site personnel of any changes in:

- Name and/or marital status
- Address and/or telephone number
- Number of eligible dependents
- W-4 deductions
- Person to contact in case of emergency.

2.4 Bi-Annual Transfers within Company

Associates must be in their job for at least 12 months before applying for a transfer. In addition, associates must have a good performance, attendance, and punctuality record. Transfer requests occur two times a year based on business needs.

Associates who submit a transfer request will be considered for the new position, alongside all other eligible applicants. Each transfer candidate is judged on an individual basis.

3 STANDARDS of CONDUCT

3.1 Standards of Conduct

In order to maintain a safe, efficient organization and to promote a spirit of teamwork, certain basic rules of conduct must be followed. Below are general standards for behavior and are not all-inclusive. Associates of MAU are expected to know, understand, and follow these standards. **Any conduct, which disrupts safety or normal business activities, will result in corrective action, up to and including termination of employment.**

Associates must:

- Comply with safety guidelines and demonstrate safe work practices.
- Demonstrate respect for the Company and Client.
- Demonstrate respect for personal property and Company products and property, including not placing unauthorized materials on or in vehicles in production.
- Perform their work to established standards for quality and quantity.
- Follow standard operational processes and procedures.
- Comply with legitimate instructions.
- Not use threatening or offensive/profane language.
- Leave on site all Company and Client property, tools, and other equipment, unless removal is authorized.
- Use assigned lockers or storage areas only for personal authorized possessions and uniforms.
- Not obtain property or money from the Company or Client by fraudulent means or misrepresentation.
- Not falsify Company or Client records or reports of any kind, including personnel records, physical examinations, inventory counts and quality control reports.
- Not modify Company or Client network, hardware, or software.
- Not knowingly misrepresent verbal or written communications.
- Not disclose any confidential and/or proprietary information to anyone outside MAU and BMW MC.
- Not threaten or retaliate against any individual.
- Adhere to all state and local traffic laws on Company and Client property.
- Comply with all Company policies and guidelines.

3.2 Respect for Others

MAU values the differences in individuals and believes in respect for each person. The company is committed to having a productive work environment, which requires the highest standard of personal conduct from all associates. Associates must act in a positive manner that demonstrates true respect for each individual. Our goal is diversity in the workplace. To ensure that all have equal opportunities, the entire team must cooperate and support each other.

3.3 Work Schedule and Timekeeping Procedures

Unless otherwise specified, associates are expected to work at least 40 hours per workweek. Associates must keep track of the time they work by using the time recording system in use at the Facility. Once an associate clocks or signs in, work is to commence immediately. An associate who falsifies time records or allows others to punch in or out for him/her will receive disciplinary action, up to and including termination of employment.

To ensure that time records are accurate:

- Work scheduled hours, arriving on time and taking the appropriate time for breaks and lunch; work additional work time only as required, and when approved by a BMW MC Section Leader.
- An associate should clock-in no more than 10 minutes before the beginning of his/her shift and clock-out at the end of his/her scheduled shift.
- If an associate leaves BMW MC Premises to perform work at another BMW MC location, the associate does not have to clock-out. His/her BMW MC Section Leader will ensure time records are complete for that day.
- If an associate leaves BMW MC Premises for any other reason, including work at a non-BMW MC location, he/she must clock-out.

Clocking Errors

It is the responsibility of associates to clock in and out correctly every day. Associates who have repeated clocking errors will be subject to corrective action.

3.4 Attendance and Punctuality

In order to maintain a high level of productivity and achieve production goals established by BMW MC Plant Spartanburg, associates must demonstrate regular attendance and punctuality. Associates are expected at work on all scheduled work days and during all scheduled work hours, and to report to work on time. Reassigning associates or revising work schedules to accommodate absences/tardiness puts a burden on all team members. However, we do recognize that associates occasionally become ill, need to miss work for personal reasons or will be late.

Associates are expected to report to work on time. Associates who will be late or absent must notify their BMW MC Section Leader and the MAU Absentee Line prior to their start of shift; see section 3.6: Reporting an Absence, Late Arrival or Early Leave (this policy applies for each day of associate's absence). An associate who fails to contact his/her BMW MC Section Leader and the MAU Absentee Line may be considered as having voluntarily resigned.

continued

Tardiness, absences and early leaves for associates will be reviewed and points assessed for each day of work that the associate does not report to work and/or work as scheduled.

- The associate will be given a half point (.5) for arriving between one minute to three hours after their scheduled start time; and one point (1.0) for arriving **over** three hours late.
- The associate will be given a half point (.5) for leaving within the last three hours of their scheduled end time; and one point (1.0) for leaving more than three hours before the end of their shift.

An associate who establishes a pattern of chronic absenteeism and/or tardiness will be subject to corrective action, up to and including termination.

If an associate has a medical condition(s) related to FMLA, he/she must make MAU aware. Documentation must be provided for any medical absences.

Absence	Points	Explanation
1 minute – 3 hours: start /end of shift	.5	Late Arrival / Early Leave
3 plus hours: start /end of shift	1.0	Late Arrival / Early Leave
Not report as scheduled	1.0	Per Unexcused Absence

Any associate who accumulates 3 points in a rolling 90-day period will be terminated for excessive absenteeism (associates in their initial 90-day employment period may only accumulate 1.5 points before being terminated).

Associates who have available contingency time off may request Contingency Time Off to avoid receiving attendance points when applicable. See section 7.1: Contingency Time Off for eligibility, and see second paragraph below for instructions on requesting CTO.

3.5 Reporting an Absence, Late Arrival or Early Leave

From time to time, it may be necessary for an associate to be late or absent from work. MAU is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. It is the **responsibility of all associates to contact the MAU Absentee Line and their BMW MC Section Leader at least 45 minutes prior to their start of shift to report all absences, late arrivals, and early leaves.**

Associates wishing to use available contingencies must state that in their voicemail message on the MAU Absentee Line.

How to Report Absences, Late Arrivals and Early Leaves

Call MAU at **864.989.2992** and leave the following information:

- Full name
- Badge #
- Phone #
- Anticipated return date

3.6 Failure to Report an Absence, Late Arrival or Early Leave

Associates who fail to contact their BMW MC Section Leader and the MAU Absentee Line cause others to take on additional duties, which leads to an overall loss in productivity. An associate who fails to notify his/her BMW MC Section Leader and the MAU Absentee Line of any absence, late arrival, or early leave in accordance with Company policy, will be subject to corrective action, up to and including termination.

3.7 Excused Absenteeism

Absences will be considered excused for the following approved reasons:

- Request Time Off (RTO) (see section 7.2)
- Bereavement Leave (see section 7.5)
- Family Medical Leave (see section 7.6)
- Military Duty (see section 7.7)
- Jury Duty (see section 7.9)
- Workers' Compensation (WC) requirements (see section 8.9)
- Reasonable Accommodation (see sections 1.4, 1.5)

3.8 Absenteeism Tracking

This program operates under an objective point system. Any unexcused absence for which the associate has been scheduled to work or volunteers to work, will be considered an attendance violation subject to corrective action, up to and including termination.

Attendance is measured based upon all scheduled hours of work – including scheduled and volunteer overtime.

It is the responsibility of the associate to track and/or monitor his/her attendance. Missing one scheduled workday, including mandatory or voluntary overtime, constitutes an unexcused absence (point).

3.9 Medical Statements

Any absence that prevents an associate from attending work for two (2) or more consecutive work days must be supported by a doctor's medical statement to count as one attendance point. Medical statements may not prevent attendance points from being issued.

Associates who miss one scheduled work week (a maximum of 7 calendar days), and who provide a medical statement on the day of their return to work, will receive one point for that occurrence.

Attendance points will not be assessed for absences covered by FMLA, and nothing in this section should be construed as limiting or otherwise interfering with any associate's rights under the Family Medical Leave Act.

3.10 Tobacco Policy

In order to comply with government regulations, BMW MC has prohibited smoking throughout its workplace. Smoking, as well as chewing tobacco, may **only** take place in designated smoking areas **outside** the facilities.

Neither smoking of any kind, nor chewing tobacco is permitted inside any facility at BMW MC.

Any questions regarding the tobacco policy should be directed to the Associate Relations Department.

3.11 Alcohol and Substance Abuse Policy

MAU will enforce this policy to eliminate drug and alcohol use from the workplace. These conditions can jeopardize associates' health, productivity, and job safety. They can also impair MAU's ability to compete in the marketplace. Statistics clearly show that drug users and alcohol abusers jeopardize the safety and job security of everyone, and could be a costly burden to MAU.

Drug Testing

MAU is determined to eliminate the use of illegal drugs, alcohol, and controlled substances at our work sites. The purpose of this program is to improve job safety on all projects. This program is designed solely for the benefit of our associates to provide reasonable safety on the job and protection from offending individuals. In addition, this program attempts to meet our responsibility to the public, whom we serve.

Company-paid drugs and alcohol tests analyzing urine, blood, and hair sampling will be administered to ensure compliance under the following conditions:

- When an associate shows signs of impairment on the job.
- After any accident.
- After any vehicular accident associated with job duties when it appears that the associate might reasonably have avoided the accident or minimized the outcome, but did not do so.
- At time of hire, when all new hires will be required to pass a pre-employment drug-screening test as a condition of employment.

The Company also reserves the right to drug test its employees at random, for reasonable suspicion, upon safety violations, or when injuries occur.

Associates who refuse to take a substance abuse test, do not cooperate fully with collection site procedures, attempt to substitute sample, or artificially alter the findings of a substance abuse test will be immediately terminated.

If an associate tests positive in the initial on-site test, he/she will immediately be suspended until verification of the test results by an off-site laboratory. If the Medical Review Officer (MRO) confirms a positive test result by the off-site laboratory, then the associate's employment will be terminated.

3.12 Work Area

Associates are not allowed to be out of their work area, or outside of designated break areas (in or outside of the premises) without their BMW MC Section Leader's approval.

3.13 On the Premises

Associates are not to be on BMW MC Premises unless conducting official company business.

3.14 Disciplinary Action: Corrective Action

The Company institutes corrective and disciplinary action to address unacceptable behavior or performance.

Depending upon the nature of the offense and the associate's past performance, different levels of corrective action, including termination, may be used at any time. Associates who demonstrate an unfavorable performance pattern are subject to corrective action, up to and including termination.

3.15 Job Abandonment

An associate who fails to report to work for three (3) consecutive days without notifying his/her BMW MC Section Leader **and** the MAU Absentee Line will be presumed to have abandoned/resigned his/her position and his/her employment will be terminated immediately.

An associate who walks off his/her assigned job without notifying MAU **and** his/her BMW MC Section Leader will be considered to have voluntarily resigned.

4 SAFETY

MAU wants the work environment to be safe and hazard-free. Each associate should be an active and willing participant in recognizing, reporting, correcting, and preventing accidents and safety hazards. It is the responsibility of each associate to know and follow the plant safety rules, instructions, and policies. It is also the responsibility of the associate to report accidents, injuries, near misses, and first aids to their BMW MC Section Leader and MAU Associate Relations Leader.

4.1 Safety Hazards

The following items and accessories pose safety hazards and should not be worn:

- Contact lenses (may not be worn in the body shop and paint area).
- Acrylic fingernails (not permitted in the assembly area due to vehicle mutilation).
- Large and/or dangly earrings (may not be worn due to risk of getting caught in equipment).
- Necklaces that could create a safety hazard (identified as hanging below your chin when you bend over) are not allowed and should be worn inside of shirt.

4.2 Safety Glasses

- MAU will provide each associate with one pair of OSHA approved safety glasses.
- Associates who require prescription safety glasses will be provided over-the-glass (OTG) safety glasses.
- MAU has a Prescription Safety Glasses Reimbursement Program. See Benefits section, 8.3: Prescription Safety Glasses Reimbursement Program for more details.
- Safety glasses are required at all times in production process areas.
- Safety glasses must be non-tinted with fixed side shields.

4.3 Hair

An associate's hair, including facial hair, must be contained above associate's shoulder to prevent hair from becoming tangled in any process equipment, and to prevent injury.

4.4 Cell Phones

- Unauthorized cell phones may not be used or carried in work areas.
- Cell phones should be kept in associates' lockers.
- Cell phones can only be used during breaks in associates' designated break areas.

4.5 Listening Devices

Associates may not wear listening devices such as headphones, earphones, Bluetooth, or headsets at any time while on BMW MC Premises.

4.6 Inclement Weather

In cases of inclement weather, it may become necessary to delay or cancel work.

Work schedule changes will be announced on the plant status line at **864.989.5555** as soon as possible, but no later than two hours prior to the start of shift. Announcements also will be broadcast over public media as soon as possible. A shift may be canceled, or the start of the shift may be delayed by one to five hours.

5 UNIFORM POLICY

In order to promote a spirit of teamwork, MAU has adopted a company uniform. Uniforms remove formalities and barriers to open communication; they are also designed to project the image of a clean, attractive, and professional workplace. Additionally, they minimize the possibility of scratches to our client's product by exposed fasteners, and protect associates by reducing the likelihood of clothing being caught in equipment or machinery.

continued

These guidelines apply to all BMW MC Facilities and BMW MC Grounds, excluding external parking areas, as well as all Plant Spartanburg associates entering BMW MC Facilities and/or BMW MC Grounds at any time for any reason. Failure to comply with these guidelines will result in the associate not being allowed to work until he/she is dressed appropriately and will be addressed through corrective action. Due to safety and quality, specific uniform items may be prohibited from being worn in specific departments at any time. Each department may also have additional, more specific uniform guidelines for associates performing work in that department. Currently, TS-2, 3, 4 and 5 (Analysis Center Workshop, CMM Room, and Product Audit) have developed department-specific guidelines. All associates performing work in a department with department-specific guidelines must comply with that department's guidelines.

Below is a clarification of the current uniform program. Please be sure to read the entire guidelines and notify the MAU Management Team of any questions. Once uniforms are issued to associates, they must be worn every day, without exception.

Note: To help clarify what parts of BMW MC Facilities are considered production areas, green lines on the floor designate entrances to production areas. BMW MC Group visitors entering production areas must wear safety shoes (except in pedestrian aisles), visitor smocks (if applicable), and safety glasses.

5.1 Uniform Expense

Any associate that voluntarily leaves within thirty (30) days of his/her original hire date, will be charged up to \$314 for uniforms, safety shoes and safety glasses. This will be deducted from the associate's last paycheck. This amount is subject to change, based upon allotment values. Any associate that spends above the provided allotment will be responsible for that expense.

5.2 Uniform and Safety Shoe Provider

All uniforms and safety shoes are provided by an approved vendor and will have on-site representatives for additional items to be purchased and for sizing. Associates are not allowed to purchase items from other providers.

5.3 Initial Uniform Allotment

An allotment will be provided to associates upon acceptance of a position with MAU to allow associates to meet the uniform guidelines. This voucher will provide associates the opportunity to purchase up to \$211 for uniforms and \$100 for shoes.

Associates must submit their vouchers in exchange for their uniforms before the voucher expiration date. Failure to do so could result in disciplinary action, up to and including termination. Once associates receive their uniforms, they may not wear the temporary t-shirts issued to them during orientation without written ARL approval.

5.4 Annual Uniform Allotment

An annual allotment is provided for associates to manage their uniform needs. This allotment is made available the month following an associate's anniversary.

Shoes Allotment - \$100

Shoes can be purchased from shoe vendor on or after an associate's anniversary date by showing plant badge to the shoe vendor.

Uniforms Allotment - \$211

MAU will notify associates with location, dates and times each month when uniform provider will be on-site at BMW MC.

This is subject to change without notice.

5.5 Prescription Safety Glasses

Associates who require prescription safety glasses will be provided over-the-glass (OTG) safety glasses. MAU has a Prescription Safety Glasses Reimbursement Program. See Benefits section, 8.3: Prescription Safety Glasses Reimbursement Program for more details.

5.6 Shirt Guidelines:

- Shirts must be buttoned appropriately at all times.
- No appearance alterations shall be made (cut off shirts, adding pockets, changing the original shape of the hem, etc).
- Associates cannot "roll up" sleeves on short sleeve shirts.
- Once associates receive their uniforms, they may not wear the temporary t-shirts issued to them during orientation without written ARL approval.

5.7 Pants Guidelines:

- Pants must be full length. Associates cannot roll up pants.
- Pants should be worn around the waist, not falling below the hips.
- Alterations must be made for fit issues only. No appearance alterations shall be made including cuffs.
- If the uniform provider is unable to accommodate an associate's size, they will notify the MAU Management Team.
- Blue jeans or denim is not allowed in the building at any time.

5.8 Shorts Guidelines:

- Shorts are not permitted in the body shop.
- Shorts in the uniform program could be discontinued at any time.

continued

- Shorts must be long enough to touch the kneecap and have a 1" blind hem type with thread color that matches the fabric. No alternative lengths will be permitted. Cuffs or other alterations that deviate from this will not be allowed, e.g., no cut offs or slits in the hem.
- Undergarments should not extend below the shorts.
- Shorts should be worn around the waist, not falling below the hips.
- Associates may not roll up shorts.
- Due to the safety impact, shorts could be prohibited in specific team areas in the future.
- Shorts must be purchased from uniform provider.

5.9 Shoe Guidelines:

- Protective-toe safety shoes are required in all areas of production except pedestrian aisles.
- Only shoes that are issued by MAU or a MAU approved supplier may be worn.

Sandals or any shoe that has an open toe and/or open heel is not allowed in the plant at any time.

Only closed-toe, closed-heel shoes may be worn in the plant. This includes the K-Platz, office areas, and off-site BMW MC Facilities.

5.10 Belt Guidelines:

- Belts are not required.
- If an associate chooses to wear a belt, it must be purchased from the uniform provider.

5.11 Hat Guidelines:

- Hats cannot have competitors' logos or any logos or words that are offensive in nature.

5.12 Jacket Guidelines:

- Only approved jackets can be worn in process areas; personal, non-approved jackets may not be worn in process areas.
- Approved jackets may be purchased through the uniform supplier.

5.13 Jewelry Guidelines:

- Rings and watches must be covered at all times in production process areas.
- Due to the safety risk of becoming caught/entangled in equipment, large and/or dangly earrings may not be worn.
- Necklaces that could create a safety hazard are not allowed. If associate bends over and necklace hangs below their chin, necklace should be tucked inside shirt.

5.14 Violation of Uniform Policy and Guidelines

Associates found to be in violation of the Uniform Policy are subject to corrective action, up to and including termination.

Employee Handbook for Production & Physical Logistics Associates at Client Site, BMW MC
Revision D | February 15, 2012

6 COMPENSATION

All associates that are assigned to an off-shift will have a shift premium of \$1.00 added to their base compensation.

Associates' pay is bi-weekly and is paid on Fridays.

Overtime payment, which is included with the non-exempt associate's base salary payment, is also paid bi-weekly with such payment covering hours worked in the prior bi-weekly period.

6.1 Pay Methods

Associates may choose to be paid via direct deposit or a global cash card (either Company-issued or furnished by the associate). Direct deposit of funds shall be either a savings or checking account at their choice of financial institution (provided the bank or credit union has direct deposit capability). To activate direct deposit, a completed *Direct Deposit Authorization Form*, along with a voided personal check or printed statement from the financial institution advising of the routing number, must be submitted to the MAU Payroll Department. Due to banking requirements, it may take several weeks for activation of direct deposit. New hire associates who are in a transition period for direct deposit may pick up their paychecks at MAU's on-site office.

An online electronic statement of earnings is available each pay period indicating:

- Gross Pay
- Statutory Deductions
- Voluntary Deductions

The amount of Federal withholding is affected by the number of exemptions claimed on *Form W-4, Associate's Withholding Allowance Certificate*. If an associate's marital status changes or the number of exemptions previously claimed increases or decreases, a new *Form W-4* must be submitted to the MAU Human Resources Department.

6.2 Overtime Pay

Depending on Client work needs, associates will be required to work overtime when requested to do so. Overtime compensation is paid to associates once they have physically worked more than 40 hours in a work week. Overtime compensation is paid at time and one half of an associate's regular rate of pay. All overtime work performed must receive prior authorization from the BMW MC Section Leader. Associates working overtime without approval will be subject to disciplinary action, up to and including termination.

6.3 Double Time Pay

MAU production associates & TOS physical logistics associates who are scheduled to work between the hours of 6:00 pm Saturday and 5:59 pm Sunday, will be paid at a double rate of their base hourly rate for time worked during that period. Time must be approved by associate's BMW MC Section Leader. Associates working double time without approval will be subject to disciplinary action, up to and including termination.

6.4 Vacation Pay

Once an associate has worked 2,000 hours at BMW MC, he/she is eligible for 60 hours of vacation pay. The associate will receive his/her vacation pay the pay period following eligibility.

6.5 Holiday Pay

Effective January 1, 2012 MAU production and logistics associates will be paid for holidays that fall on their assigned work schedule. Holiday pay will be one full scheduled shift's pay at the associate's regular rate, including applicable shift premium. To qualify, associates must work all expected hours the scheduled day before and the scheduled day after the holiday. Associates who arrive late or leave early will be disqualified from receiving holiday pay.

Holiday pay does not count toward hours worked. Associate's paycheck will display holiday pay as a lump sum, equal to rate of pay times scheduled work hours.

7 TIME OFF

7.1 Contingency Time Off (CTO)

All associates will receive two (2) contingency events per calendar year. New hires must be employed for 90 days to be eligible to use contingency events.

When applicable, associates should request contingency/CTO to avoid receiving attendance points (see section 3.4: Attendance and Punctuality). For example, a contingency event can be used to avoid receiving a ½ point for being a minute late, or to avoid a full point for being absent for a shift.

The following applies to CTO:

- Associates will not be paid for time absent.
- Associates who have exhausted their contingency options will incur attendance points for unexcused absences.
- Associates **MUST** request CTO when notifying MAU of their absence, late arrival or early leave via the MAU Absentee Line.
- CTO may not be used on an associate's last scheduled workday before, first scheduled workday after, or on the day of a holiday.
- CTO cannot be used to cover scheduled additional work time.

7.2 Request Time Off (RTO)

Request Time Off is for associates who have not yet accrued 2,000 work hours, thus making them eligible to request vacation time off. Associates must be employed for at least 90 days in order to request up to 20 hours of RTO during their first 12 months of employment.

continued

A *Request Time Off Form* (signed and approved by BMW MC Section Leader) must be submitted to the MAU on-site office no later than 48 hours prior to the first day of RTO. All requests that are not approved or are not completed on time will be considered void and will count as unapproved time or an unexcused absence. In cases of extreme emergency, RTO can be submitted without a 48-hour notice; however, there must be documentation of crisis event upon returning to work.

The following applies to RTO:

- Associates must utilize RTO in ¼-shift increments.
- MAU may require associates to use RTO for non-production periods.
- Requested Time Off (RTO) is not guaranteed and can be denied due to business needs.

7.3 Vacation

Vacation Time Off is a benefit available to production and physical logistics associates who have worked 2,000 hours at BMW MC; **however**, approval for time off is dictated by Client's production demands. Nonetheless, associates who reach the 2,000 hours worked milestone will receive 60 hours of vacation pay (whether or not they take vacation time off) on the pay period following eligibility.

To request Vacation Time, a *Request Time Off Form* (signed and approved by BMW MC Section Leader) must be submitted to the MAU on-site office no later than 48 hours prior to the first day of vacation.

7.4 Holidays

To qualify, associates must work all expected hours the scheduled day before and the scheduled day after the holiday. Associates who arrive late or leave early will be disqualified from receiving holiday pay.

- If an associate works on a holiday that is his/her **scheduled** work day, he/she will be paid for time worked (per the normal MAU pay policy), *and* receive holiday pay.
- If an associate volunteers to work on a holiday that is **not** his/her scheduled work day, or mandatory work is called on the holiday that is **not** his/her scheduled work day (i.e., overtime), he/she will be paid for time worked (per the normal MAU pay policy). The associate will not be paid Holiday pay.

Example - Team 1 is scheduled to work Monday through Thursday, and Team 2 is scheduled to work Tuesday through Friday, and the plant recognized holiday falls on Friday, then:

1. Team 1 will work 40 hours and **not** receive holiday pay
2. Team 2 will work Tuesday – Thursday (30 hours) and receive 10 hours' worth of Holiday pay.

Example 2 – Given the scenario above, if the plant decides that it must run on the holiday, the following will happen.

continued

1. If Team 1 is required to work Friday (the plant holiday), they will be compensated per the normal MAU pay policy. They will **not** receive Holiday pay. The Friday is treated as mandatory overtime.
2. If Team 2 is required to work on Friday (the plant holiday), they will be compensated per the normal MAU pay policy and paid holiday pay.

If an associate was not paid for a holiday, but was eligible according to stipulations above, he/she must contact the on-site MAU Payroll Department within 30 days of the holiday's occurrence. The claim will be investigated, and if eligibility is verified, the holiday will be paid. Failure to notify Payroll within the 30-day window will result in the holiday not being compensated.

7.5 Bereavement Leave

When a death occurs in an active associate's immediate family, the associate may take up to three (3) consecutive calendar days off with pay during their regularly scheduled work days, one of which must include the day of the funeral.

Bereavement Leave will not be paid if the associate exceeds 40 hours in that pay week; it is paid at regular time only (shift premiums are included for associates who work off-shifts).

Immediate Family Defined for Bereavement Leave

Associate's immediate family members are defined as:

- Lawful spouse
- Parent - including a natural parent, step-parent, adoptive parent or surrogate parent
- Legal guardian
- Sibling
- Child - including a natural child, adopted child, foster child or step-child
- Grandparent
- Parent-in-law

Required Bereavement Support Documentation

Upon associate's first scheduled return to work day, a *Bereavement Leave Request Form* must be completed, and along with supporting documentation (e.g., an obituary, or a statement from the funeral director) identifying associate and verifying his/her relationship to the deceased, be submitted to MAU in order to receive bereavement pay.

7.6 Leave under the Family and Medical Leave Act (FMLA)

MAU provides eligible associates with up to 12 work weeks of unpaid leave (consecutive or intermittent) for certain family and medical reasons during a rolling 12-month period. This leave is in compliance with the Family and Medical Leave Act of 1993. All requests for leaves of absence should be submitted in writing, using the *FMLA Request Form* to the MAU on-site office.

7.7 Military Leave under the Family and Medical Leave Act

FMLA Leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. All requests for leaves of absence should be submitted in writing, using the *FMLA Request Form* to the MAU on-site office.

Additional Information

For further information or clarification about FMLA Leave, please contact MAU Corporate Human Resources at **800.501.6281**.

7.8 Military Reserves or National Guard Leave of Absence

Associates who perform military duty as members of a "Uniformed Service" will be granted Military Leave in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Uniformed Service encompasses the active and reserve components of the United States Armed Forces, the Army and Air National Guard, and any other category of persons designated by the President of the United States in times of war or national emergency.

The associate is required to provide notification (of the need for Military Leave) to MAU as soon as reasonably possible. In addition, the associate should complete a *Military Service Notification Form* and provide copies of appropriate military orders. Supporting documentation is required for situations that do not warrant military orders.

7.9 Jury Duty

Jury Duty Leave is provided to all MAU associates. An associate who is summoned to serve jury duty must notify MAU and submit the summons prior to taking leave. Associates who are summoned to serve during the regular scheduled work week for jury duty will receive the difference of their jury duty pay and their regular rate of pay for judicial hours served away from work.

Associates must submit a completed *Jury Duty Form*, a copy of the summons, and receipt of payment to MAU no later than their return to work day, in order to receive pay.

An associate on jury duty is expected to report to work (when reasonable conditions exist), for all or part of the scheduled workday(s) that he/she is not engaged in jury service.

7.10 Absence Due to Court Appearance

Associates who are subpoenaed to testify as a third party in court during the regular scheduled work week must submit a copy of the subpoena in order to be granted time off. If associate is not subpoenaed by the court, the absence will not be excused.

8 EMPLOYEE BENEFITS

8.1 DISCLAIMER

The Company has established a variety of associate benefit programs designed to assist associates and their eligible dependents in meeting the financial burdens that can result from illness and disability, and to help associates plan for retirement. This portion of the Employee Handbook contains a very general description of the benefits to which an associate may be entitled as an associate of the Company. Please understand that this general explanation is not intended to, and does not, provide associates with all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Associates' rights can be determined only by referring to the full text of the official plan documents, which are available for examination from the MAU Corporate Human Resources Department. To the extent that any of the information contained in this handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its associates, retirees or their dependents, for benefits or for any other purpose. All associates shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

As in the past, MAU reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

For more complete information regarding any of our benefit programs, please refer to the Summary Plan Descriptions, which were provided separately, or contact the MAU Corporate Human Resources Department. If those descriptions have been lost or misplaced, please contact the MAU Corporate Human Resources Department at **800.501.6281** for another copy.

8.2 Benefits Summaries

For associates who elect coverage, insurance is effective the first day of the month, following 60 days of employment. Associates who fail to select benefits via a submitted enrollment form or online, or who do not sign a declination letter will be automatically enrolled in standard level medical, dental and vision plans.

continued

Production and Physical Logistics Associates located at BMW MC are eligible to participate in the Benefits Plan by selecting:

- Medical (pre-tax benefit)
- Dental (pre-tax benefit)
- Vision (pre-tax benefit)
- Life
- Short Term Disability
- Accident & Critical Illness

Associates' eligible dependents may also enroll in the medical, dental, vision, life, accident and critical illness benefits if associate is enrolled in these plans. An eligible dependent is an associate's lawful spouse and/or children to age 26 for medical, dental and vision; age 25 for life. Spouses with other medical coverage available to them, such as through their employer, must enroll in that coverage as their primary plan in order to be eligible to enroll in the MAU medical plan.

Required Supporting Documentation of Dependent Eligibility

- Marriage Certificate is required to enroll a spouse
- Birth Certificate(s) are required to enroll a child(ren)

This supporting documentation of dependent eligibility is required and must be submitted to enroll dependents. Failure to submit appropriate documentation by effective date will result in associate's coverage defaulting to the lowest coverage level of Associate Only and associate's dependent(s) will not be covered.

Providing misleading, inaccurate or false dependent information is a serious violation of company policy, which may result in being denied eligibility and/or benefits. Any associate of MAU who knowingly enrolls an ineligible person as a dependent will be subject to disciplinary action, up to and including termination of employment. If any benefits were paid by the Plan for an ineligible dependent, MAU reserves the right to take all necessary actions for the Plan to be reimbursed.

Benefits Waiting Period

Eligible associates are allowed to participate in MAU's Benefits Plan effective the first day of the month immediately following the 60-day waiting period.

Once associate's elections are made and processed, he/she may not make changes on pre-taxed Benefit Plans until the next Open Enrollment period, unless he/she experiences a "Change in Status" as described below.

Change in Status

General Rule - Unless one of the exceptions summarized below applies, associates cannot change their elections for themselves or any eligible dependents in any of the pre-taxed Benefit Plans during the year, nor can they elect to change coverage options under a particular Benefit Plan.

continued

Exceptions to the General Rule - If any of the events specified below occur, associates may change their existing election and make a new election with respect to a Benefit Plan. Each of the following events constitutes a Change in Status:

- A change in legal marital status (such as marriage, divorce, or death of spouse).
- A change in the number of dependents (such as birth or adoption of a child, or death of a dependent).
- A change in associate's or associate's spouse's employment status, (including commencement or termination of employment, or a leave of absence).
- A dependent satisfying or ceasing to satisfy an eligibility requirement for coverage as a dependent.
- A loss of other coverage.

As a benefits eligible-associate, associates or their dependent(s) who have lost coverage under Medicaid or a state child health plan, and requests coverage under the group health plan within 60 days of the loss of coverage; or

As a benefits eligible associate, associates or their dependent(s) have become eligible for a premium assistance subsidy under the group health plan through Medicaid or a state child health plan and requests coverage under the group health plan within 60 days of becoming eligible for assistance.

Not every Change in Status permits a change in Benefit Plan elections. A change in election is permitted only if it is determined that the change in election is on account of, and corresponds with, a Change in Status that affects eligibility for coverage of the associate, a spouse, or a dependent under a Benefit Plan. For example, the birth of an associate's child will only entitle him/her to add the baby to the plans that he/she is enrolled. Any change in election must be consistent with the qualifying event that occurred.

Associates who experience a Change in Status and wish to change any elections, must notify The McCart Group at **877.308.1045** within 30 days of the Change in Status.

Open Enrollment

Each year, associates at MAU will be given the opportunity to make changes to their personal Benefits Plan elections. There are no requirements for making election changes during Open Enrollment as there are during the rest of the calendar year. Any eligible associate may add or drop dependents, add or drop coverage, or change current levels of coverage, no questions asked.

Open Enrollment occurs annually during the month of August for benefits effective September 1st. Any elections made are considered final and cannot be changed unless a Change in Status as discussed in the former section of this guide occurs. After the enrollment period is closed, associates will be provided a confirmation statement which will allow them to validate any elections made, and make any necessary corrections.

Any question(s) regarding benefits may be directed to The McCart Group at **877.308.1045** or MAU Corporate Human Resources at **800.501.6281**. Please refer to the *Benefits Guide* received at New Hire Orientation for rates, covered services, and other important information.

8.3 Prescription Safety Glasses Reimbursement Program

Associates who require prescription safety glasses must be employed with MAU for at least 30 days to qualify for the reimbursement, which is up to \$50. Any additional cost is the responsibility of the associate. Vision care insurance is not a requirement for this reimbursement benefit, which is available every 12 months.

To request reimbursement, associates must complete and submit the *Prescription Safety Glasses Form*, as well as provide an original receipt.

8.4 401 (k) Retirement Plan

Associates are eligible to participate in the Plan upon completing one Year of Service and attaining the minimum age of 21. Associates will have completed a year of service if, at the end of their first twelve consecutive months of employment with MAU, have been credited with at least 1000 hours of service. If an associate has not been credited with 1000 hours of service by the end of their first twelve consecutive months of employment, they will have completed a year of service at the end of any following Plan Year during which they are credited with 1000 Hours of Service.

Further details about the Plan may be obtained by contacting the MAU Finance Department at 706.823.2369.

8.5 Health Insurance

You have a choice of enrolling in one of two medical plan options with BlueCross BlueShield of South Carolina sponsored by MAU.

Both plans, Standard and Premium, offer major medical coverage including physician office visits, outpatient services, inpatient care, emergency care, and prescription drug coverage. By using network providers, a routine visit to a primary care doctor will cost \$25.

Associates can obtain information on Plan benefits, locate network physicians, and check claim status by visiting the BlueCross BlueShield website at www.bcbssc.com.

Please refer to the *Benefits Guide* received at new Hire Orientation for rates, covered services, and other important information.

8.6 Dental Insurance

You will have the option of two dental plans provided by Ameritas – a managed dental care program and a dental PPO.

The Premium Dental Plan provides network coverage and also the freedom to choose any dentist or specialist. No referrals are required.

Please refer to the *Benefits Guide* received at New Hire Orientation for rates, covered services, and other important information.

8.7 Life Insurance

MAU's Voluntary Life Plan is available to all eligible full-time associates. This benefit is provided through Mutual of Omaha.

Please refer to the *Benefits Guide* received at New Hire Orientation for rates, covered services, and other important information.

8.8 Optional Short-Term Disability Insurance

Eligible full-time associates may elect short-term disability insurance. This coverage helps replace lost income because of a disabling injury or illness. The Plan is administered by Mutual of Omaha.

Short-term disability benefits commence after an associate has been out of work seven (7) days due to a medically certified illness or injury. Benefits are payable for up to 26 weeks of disability, but will cease when an associate is able to return to work.

Please refer to the *Benefits Guide* received at New Hire Orientation for rates, covered services, and other important information.

The optional short-term disability insurance does not exclude associates from attendance policy.

8.9 Workers' Compensation

General Notice

The safety and health of employees is a priority. MAU makes every effort to comply with all federal and state workplace safety requirements. MAU's workplace safety rules and regulations are the following:

- Each employee is expected to obey safety rules and exercise caution and common sense in all work activities.
- All accidents/injuries must be reported to MAU immediately, no matter how minor.
- Industrial Health Services should only be used if the injury occurred at work.

For assistance regarding work related, non-emergency injuries, please call **864.989.3648**.

Additional Information

S.C. Workers' Compensation Commission
PO Box 1715, 1612 Marion Street
Columbia, SC 29202-1715
803-737-5700 • www.wcc.state.sc.us

The insurance company providing coverage for this business under the Workers' Compensation Law is:

Gallaher Bassett Services, Inc.
PO Box 23812 • Tucson, AZ 85734

continued

Standards of Conduct

The standards of conduct outlined herein apply equally to all accident investigations, workers compensation matters, and the likes, to include being truthful and cooperative in all accident investigations and workers compensation matters.

9 EMPLOYEE COMMUNICATIONS

9.1 Open Door Policy

It is MAU's desire that every associate individually has the right and opportunity to get satisfactory answers to questions, complaints, and misunderstandings without fear of reprisal or being subjected to disciplinary action. An associate will not be reprimanded or disciplined for requesting that a question or complaint be addressed. Associates are encouraged to speak with their Associate Relations Leader regarding questions or problems. However, if the associate feels strongly that they do not want to, or have already tried to address their direct ARL, they may approach the next level authority representative in the chain of command by calling **864.989.6841** - MAU Assistant Manager, MAU Manager, MAU Site Manager, MAU Regional Manager, MAU VP of Operations and MAU Corporate Human Resources.

9.2 Digital Communication Systems

MAU has the ability to communicate to associates via e-mail and text messaging. MAU communicates organizational announcements, Job Postings, plant news/events, and general information by these means.

Associates are encouraged to provide their digital contact information at new hire orientation and may update revised contact information using the *Digital Communication Form*, which can be found in the Document Stations located throughout the plant.

Additional Forms

Additional forms, such as *W-4*, *RTO Form*, and *Accessing Your Paystub*, are located in Document Stations throughout BMW MC. ARLs can advise where the stations are located.

9.3 Labor Unions

MAU is firmly convinced that its associates can think, speak, and act for themselves rather than paying a union to be a spokesperson. MAU believes that everyone can be more productive, and that work can be more enjoyable when working together as a cooperative team, rather than being pulled apart by the dissention that unions often cause.

Like any organization, we expect that there will be problems from time to time, but we believe that these problems are best settled among ourselves without the interference of third parties. For this reason, the company maintains an open door policy to attempt to resolve any complaints or problems that might arise. MAU respects the rights of its associates; all of whom should know their rights:

continued

- 1) Federal law protects an employee's decision not to participate in union activity. Meaning, associates have a legal right to refuse to sign a union card or to support a union.
- 2) In addition, no company associate will ever be forced to join a union or pay union dues in order to work. South Carolina's Right-To-Work Law and the Company support this important right.

9.4 Solicitation and Distribution

Associates may not engage in solicitation or distribution during their working time or during the working time of other associates, other MAU Associates or of BMW MC Associates to whom the solicitation or distribution is directed. Associates may not distribute literature or materials in work areas at any time. No merchandise, other than sold by MAU, may be sold at or on BMW MC Premises, Facilities or Grounds.

Associates shall not represent or voice the views and/or opinions of fellow associates without their consent.

10 EMPLOYMENT SEPARATION

10.1 Return of Company Property

Any property issued to associates, such as locker keys, badges, equipment keys, parking passes, identification stamps, safety equipment or anything else provided by the company must be returned at the time of termination. Associates will be responsible for any lost or damaged items.

10.2 Badges

An associate may only use his/her identification badge to access the plant.

If an associate loses, destroys, or upon termination, fails to return his/her badge, \$25 will be deducted from his/her pay during the next pay period.

10.3 Dismissals

Every MAU associate has the status of "associate-at-will," meaning that no one has a contractual right, express or implied, to remain in MAU's employ. MAU may terminate an associate's employment, or an associate may terminate his/her employment, without cause, and with or without notice, at any time, for any reason. No supervisor or other representative of the Company (except the President) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

The following guidelines may be applied at the discretion of MAU's Management.

continued

Examples of Causes for Immediate Dismissal

Any associate whose conduct, actions or performance violates or conflicts with MAU's policies can be terminated immediately and without warning.

The following are some examples of grounds for immediate dismissal of an associate; it is not intended to be an all-inclusive list:

- Breach of trust or dishonesty.
- Willful violation of an established policy or rule.
- Falsification of Company records.
- Gross negligence.
- Insubordination.
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies.
- Time card or sign-in book violations.
- Undue and unauthorized absence from duty during regularly scheduled work hours.
- Deliberate non-performance of work.
- Larceny or unauthorized possession of, or the use of property belonging to any co-worker, visitor, or customer of MAU.
- Possession of dangerous weapons on the premises.
- Unauthorized possession, use or copying of any records that are the property of MAU or BMW MC.
- Unauthorized posting or removal of notices from Client bulletin boards.
- Excessive absenteeism or lateness.
- Marring, defacing or other willful destruction of any supplies, equipment or property of MAU and/or Client.
- Failure to contact BMW MC Section Leader **and** MAU Absentee Line when arriving late to work, leaving early or when absent from work.
- Physical altercations, or serious breach of acceptable behavior.
- Violation of the Substance Abuse Policy.
- Theft.
- Violation of the Company's or Client's Confidentiality Policy.
- Gambling, conducting games of chance, and/or possession of such devices on the Premises or during work hours.
- Leaving the work premises without authorization during work hours.

The previous list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive, and is not intended to be comprehensive and does not change the employment-at-will relationship between the associate and the Company.

In the event of dismissal for misconduct, all medical benefits cease at the end of the month. COBRA may not be available to anyone dismissed from MAU for gross misconduct.

continued

Discipline Other than Immediate Termination

All associates are expected to meet MAU's standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Company's policies and procedures.

If an associate does not meet these standards, the Company may, under appropriate circumstances, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the associate with a reasonable time within which to improve performance. The process is designed to encourage development by providing associates with guidance in areas that need improvement, such as poor work performance, attendance problems, personal conduct, general compliance with the Company's policies and procedures, and/or other disciplinary problems.

10.4 Sleeping on Duty

Any associate who is seen asleep during any portion of their shift is engaging in unacceptable behavior. Violation of this policy will result in corrective action, up to and including termination of employment.

11 ASSIGNMENT COMPLETION

I understand that MAU's staffing division will endeavor to employ me in the first position which meets my salary requirements as discussed in my initial interview. However, in the event that I am employed by MAU and subsequently laid off or have completed my assignment, I will accept assignments at lower pay rates in order to continue employment with MAU. If I refuse any valid offer of any work assignment(s), I could be deemed to have quit MAU services.

I must maintain ongoing weekly contact with MAU for reassignment or I may be denied unemployment benefits. I understand that if I fail to contact MAU the first business day after completion of any work assignment, MAU will assume that I have voluntarily quit and that I am not actively available for, or seeking employment.

12 IMPORTANT CONTACT INFORMATION

12.1 Insurance Contact Info

Medical 800.922.1185	Blue Cross Blue Shield of South Carolina www.southcarolinablues.com
Dental 800.487.5553	Ameritas www.ameritasgroup.com
Vision 800.487.5553	Ameritas www.ameritasgroup.com
Life 800.769.7159	Mutual of Omaha Email: atlantaservice@mutualofomaha.com
Short Term Disability 800.769.7159	Mutual of Omaha Email: atlantaservice@mutualofomaha.com
Accident 800.325.4368	Colonial Life www.coloniallife.com
Critical Illness 800.325.4368	Colonial Life www.coloniallife.com
COBRA 866.571.9704	FlexCorp Email: cobra@flexcorp.com
For assistance with general benefits information, eligibility, enrollment, changes:	
BluesEnroll 877.336.8083	www.bluesenroll.com (associate will set up personal access)
The McCart Group 877.308.1045	Email: mau@mccart.com

12.2 Company Phone Numbers

Reporting an Absence	864.989.2992
BMW MC Plant Status Line.....	864.989.5555
On-site Office.....	864.989.6841
On-site Fax.....	864.801.6841
BMW MC Security.....	864.989.6000

12.3 Company Email Addresses

payroll-bmw@mau.com
ARL-bmw@mau.com
HR-bmw@mau.com
info-bmw@mau.com
uniforms-bmw@mau.com

13 BMW MC STATEMENT OF CONFIDENTIALITY

During the course of my business, I will be granted access by BMW MC Manufacturing Co., LLC to its facility located in Spartanburg, South Carolina (the "Facility"). As a result of such access, confidential information, including but not limited to information about BMW MC products, the BMW MC manufacturing process and/or culture, BMW MC operations, engineering drawings, design data, and financial information relating to the ownership, operation, activities, plans or prospects of BMW MC Manufacturing Co., LLC may from time to time be made known to me.

In consideration of BMW MC Manufacturing Co., LLC permitting me to conduct my business within and have access to the Facility, I agree to keep all such information strictly confidential, agree that I will not disclose such information to any third party, and agree not to tell any other person about what I see or hear on the premises. The only exception is to report to my employer the data, which required my visit to the Facility.

I further understand that all unauthorized photography in and around the BMW MC Facility is strictly forbidden. If my business requires that photographs be taken in and around the BMW MC Facility, I understand that I must request advance permission from BMW MC (TS-K) and follow the Client's photography procedures.

I understand that my employer is obligated to take action against me in the event I violate the terms of this Statement of Confidentiality.

This Statement of Confidentiality also covers any visits to other BMW MC facilities worldwide.

14 WAIVER OF EMPLOYMENT WITH BMW MC

I hereby formally recognize and declare myself to be employed solely by Management, Analysis & Utilization, (SUPPLIER), which has determined to assign me to work for SUPPLIER at BMW MC MANUFACTURING CO., LLC (BMW MC).

The terms and conditions of my employment have been determined solely by SUPPLIER. I agree I am not subject or entitled to any benefits, wages, or other terms and conditions of employment from BMW MC or its associates, agents and successors relating in any way to my assignment by SUPPLIER to perform services for BMW MC. Further, my assignment will be conclusively considered neither evidence of nor an application for employment by BMW MC.

I agree that the only wages, benefits or other compensation to which I am entitled through my assignment at BMW MC will be solely and exclusively from SUPPLIER.

I HEREBY WAIVE, KNOWINGLY AND VOLUNTARILY, ANY CLAIM I MAY HAVE TO BENEFITS, WAGES AND ANY OTHER COMPENSATION FROM BMW MC RELATING IN ANY WAY TO MY ASSIGNMENT BY SUPPLIER.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

I am an associate of MAU or a Division of MAU at BMW MC. The Company has given me a copy of the Associate Handbook. By signing this document, I understand and agree to the following.

1. I have received a copy of the Associate Handbook and I will comply with the Company's policies and procedures.

I have received a copy of the Associate Handbook, and I will read it. I agree to comply with the Company's policies, procedure, and responsibilities. I understand that I must comply with the Company's policies and procedures in order to keep my employment with the Company.

2. I agree that I am an associate at-will.

I am an associate at will, and my employment with the Company is for an unspecified period of time. I am free to leave my employment with the Company at any time, for any reason. The Company is also free to terminate my employment at any time, for any reason.

3. I understand that the Associate Handbook is not an employment contract.

I understand that the Associate Handbook is not an employment contract. I agree that the provisions of the Associate Handbook are guidelines, procedures, and statements of policy, which may be changed by the Company at any time without my consent. At the time I was hired, no representative of management said anything to me which led me to believe otherwise, or which I believe was intended to change the at-will nature of my employment relationship with the Company.

4. I HEREBY WAIVE, KNOWINGLY AND VOLUNTARILY, ANY CLAIM I MAY HAVE TO BENEFITS, WAGES AND ANY OTHER COMPENSATION FROM BMW MC RELATING IN ANY WAY TO MY ASSIGNMENT BY SUPPLIER.

5. I understand the procedures that I must follow as part of my application for any unemployment benefits.

I understand that I must maintain ongoing weekly contact with MAU for reassignment or I may be denied unemployment benefits. I understand that if I fail to contact MAU the first business day after completion of any work assignment, MAU will assume that I have voluntarily quit and that I am not actively available for or seeking employment.

Associate's Name (print)

Associate's Signature

Associate's Position

Date (MM, DD, YY)

Badge Number

Effective 02/15/2012

Employee Handbook for Production & Physical Logistics Associates at Client Site, BMW MC
Revision D | February 15, 2012